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MEYERTONS, HOOD, KIVLIN, KOWERT & GOETZEL, P.C.

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EXAMINER

SOREY, ROBERT A

ART UNIT

PAPER NUMBER

3626

NOTIFICATION DATE

DELIVERY MODE

06/24/2009

ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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Office Action Summary

Application No.

10/790,626

Applicant(s)

LORENZ, SCOTT KEITH

Examiner

ROBERT SOREY

Art Unit

3626

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 22 April 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-11, 13-34, 36-57 and 59-72 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-11, 13-34, 36-57, and 59-72 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

Status of Claims

1. In the amendment filed 04/22/2009, the following occurred: Claims 1, 5, 6, 10, 14-21, 23, 24, 28, 29, 33, 34, 37-44, 46-47, and 60-69 were amended; claims 12, 35, and 58 were cancelled; and 70-72 were added. Claims 1-11, 13-34, 36-57, and 59-72 are presented for examination.

Claim Rejections - 35 USC § 101

2. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

3. **Claims 47-57 and 59-69** are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The claims appear to be directed towards software per se. The MPEP states: "Since a computer program is merely a set of instructions capable of being executed by a computer, the computer program itself is not a process and USPTO personnel should treat a claim for a computer program, without the computer-readable medium needed to realize the computer program's functionality, as nonstatutory functional descriptive material" (MPEP §2106.01).

Claim Rejections - 35 USC § 112

4. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

5. **Claims 14, 15, 37, 38, 60, 61, and 70-72** are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.
6. As per claim 14, Applicant teaches "discarding the received XML message if the received XML message is not in the predefined XML format", but in claim 1, the claim from which claim 14 depends, Applicant teaches "performing an action using the insurance claim processing system, wherein the action performed is an action requested in the received XML message". *If the conditions in claim 14 were met that would cause the message to be discarded, how would the invention carry out the action requested in the message as mandated in claim 1?* Claims 15, 37, 38, 60, and 61 are rejected for similar reasons.
7. As per claim 70, Applicant teaches "wherein the XML schema is defined by at least a Web Service Description Language (WSDL) document and an XML document that define one or more actions that a user can invoke and a structure of XML data required to invoke the one or more actions", but it is unclear as to what defines the XML schema - is it the WSDL document, the XML document, or the structure of XML data? If the XML schema is defined by a combination of these elements, please disclose how or what is meant by an XML schema being a combination of such elements. Claims 71 and 72 are rejected for similar reasons.

Applicant Admitted Prior Art

8. **Note:** The MPEP, in chapter 2144.03, section C, states: "If applicant does not traverse the examiner's assertion of official notice or applicant's traverse is not

adequate, the examiner should clearly indicate in the next Office action that the common knowledge or well-known in the art statement is taken to be admitted prior art because applicant either failed to traverse the examiner's assertion of official notice or that the traverse was inadequate."

9. In the present case, Official Notice was used to cover subject matter in claims 6, 11, 13, and 21, and in the reply filed by Applicant on 04/22/2009 no attempt was made by Applicant to traverse the material covered by the Official Notice rejections; therefore, the material of claims 6, 11, 13, and 21 covered by Official Notice in the office action dated 01/22/2009 is understood to be Applicant Admitted Prior Art (AAPA).

Claim Rejections - 35 USC § 103

10. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

11. **Claims 1-5, 7-10, 14-20, 22, and 23** are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Application Publication 2002/0035488 to Aquila in view of U.S. Patent Application Publication 2004/0205562 to Rozek.

12. As per claim 1, Aquila teaches a method for processing insurance claims between a user system and an insurance claim processing system, comprising:

--a computer (see: Aquila, paragraph 69 and 74, is met by computer system)
system of the insurance claim processing system receiving an XML message from the

user system (see: Aquila, paragraph 74-76, 85, and 87, is met by XML messages and requests);

--the computer system of the insurance claim processing system assessing the received XML message using a data structure language (see: Aquila, paragraph 74, 85, 87, 91, and 93, is met by standard XML protocols, preferred formats, and XML translating adapters);

--performing an action using the insurance claim processing system (see: Aquila, paragraph 99, 100, is met by access, view, add, and edit actions on claim data, and the capture of first notice of loss initial claim data), *wherein the action performed is an action requested in the received XML message* (see: Aquila, paragraph 74-76, 85, and 87, is met by XML messages and requests), *and wherein the action is performed in response to the insurance claim processing system receiving the XML message* (see: Aquila, paragraph 18, 74, 76, 99, 100, and 291-298, is met by the user Deskview interface allowing the user to access, view, add, and edit actions on claim data, and the capture of first notice of loss initial claim data); *and*

--*returning a result of the performed action to the user system* (see: Aquila, paragraph 18, 74, 76, 99, 100, and 291-298, is met by the user Deskview interface allowing the user to access, view, add, and edit actions on claim data, and the result of such actions are reflected to the user as the actions are taken; and paragraph 145, is met by the action of a claim number being transmitted to the consumer or policy holder).

Aquila teaches XML messages with XML standard protocols, preferred formats, and XML translating adapters (see: Aquila, paragraph 74-76, 85, and 87), but fails to specifically teach certain details of XML messaging including:

--*wherein the XML message comprises information in accordance with an XML schema used by the insurance claims processing system*

--*the assessing comprising:*

--*parsing the received XML message in accordance with the XML schema used by the insurance claims processing system; and*

--*comparing a portion of the parsed XML message to an XML file that defines allowable XML data types to validate the received XML message;*

However, Rozek teaches a validation process to ensure that XML data is well formed by comparison against an XML schema definition (XSD) (see: Rozek, paragraphs 26 and 54), the assessment by Rozek includes reading and parsing the XML message to be validated, the parser identifies what criteria to use to validate the XML data, such as XML schema data (see: Rozek, paragraph 57), then the parser determines if the required elements in the XML data are present by comparing and determining if the XML data corresponds to the elements required by the XML schema

data (see: Rozek, paragraphs 60-63). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila and Rozek. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

13. As per claim 2, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the action includes a trauma severity calculation (see: Aquila, paragraphs 20, 21, and 173-211).

14. As per claim 3, Aquila teaches the invention as claimed, see discussion of claim 2, and further teaches:

--wherein the result includes a trauma severity points value (see: Aquila, paragraphs 19-21, 74, 131, 173-211, 282, 294, 295, 355, and 356).

15. As per claim 4, Aquila teaches the invention as claimed, see discussion of claim 2, and further teaches:

--wherein the result includes a recommended settlement amount (see: Aquila, paragraphs 114-118, is met by estimate).

16. As per claim 5, Aquila teaches the invention as claimed, see discussion of claim 1, and further teaches:

--wherein the action is performed on a database coupled to the processing system for at least one insurance claim corresponding with the received XML message,

wherein the corresponding insurance claim is identified in the received XML message (Fig. 4, and Fig. 5)(see: Aquila, title, abstract, and at least paragraphs 19, 74, 83, 85, 111, 114, 131, 139, 171, 236, 237, 263, 282, 294, 295, 355, and 356).

17. As per claim 7, Aquila teaches the invention as claimed, see discussion of claim 5, and further teaches:

--wherein the action includes sending information about the insurance claim in the database to the user system (see: Aquila, title, abstract, and at least paragraphs 19, 74, 139, 236, 237, 263, 282, 294, 295, 355, and 356).

18. As per claim 8, Aquila teaches the invention as claimed, see discussion of claim 5, and further teaches:

--wherein the action includes receiving information about an insurance claim to store in the database (Fig. 4, and Fig. 5)(see: Aquila, title, abstract, and at least paragraphs 19, 74, 83, 85, 111, 114, 131, 139, 171, 236, 237, 263, 282, 294, 295, 355, and 356).

19. As per claim 9, Aquila teaches the invention as claimed, see discussion of claim 1, and further teaches:

--wherein performing an action includes storing settlement information for an insurance claim (see: Aquila, paragraphs 114-118, is met by the estimate information).

20. As per claim 10, Aquila teaches the invention as claimed, see discussion of claim 1, and further teaches:

--wherein an XML document accessible by the insurance claim processing system defines at least one of available actions, protocol to invoke an action (see:

Aquila, paragraphs 18, 74-76, 83-87, 93, 99, 100, and 291-298), and an expected structure for data received in the XML message.

21. As per claim 14, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein assessing the received XML message using a data structure language further comprises comparing the received XML message to a predefined XML format (see: Rozek, paragraph 54, 57, 60, 62, and 63, is met by identifying particular formats for each piece of XML data for the correspondence check, the XSD schema defining constraints that limit the format), and

As per the limitation:

--discarding the received XML message if the received XML message is not in the predefined XML format.

Examiner considers the situation in which the message is in a predefined XML format. Nothing is performed by the limitation.

22. As per claim 15, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein assessing the received XML message using a data structure language further comprises comparing the received XML message to a predefined XML format (see: Rozek, paragraph 54, 57, 60, 62, and 63, is met by identifying particular formats for each piece of XML data for the correspondence check, the XSD schema defining constraints that limit the format), and

As per the limitation:

--returning an error message to the user system if the received message is not in the predefined XML format.

Examiner considers the situation in which the message is in a predefined XML format. Nothing is performed by the limitation.

23. As per claim 16, Aquila teaches the invention as claimed, see discussion of claim 1, and further teaches:

--wherein the received XML message includes an insurance claim identifier and an insurance claimant identifier (Fig. 25, is met by claim number and claimant name)(see: Aquila, paragraph 145, is met by claim number; paragraph 252, is met by claim number and claimant information; and paragraph 295, is met by claim number and claimant name).

24. As per claim 17, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the action includes sending information about an insurance claim, (Fig. 4, and Fig. 5)(see: Aquila, title, abstract, and at least paragraphs 19, 74, 83, 85, 111, 114, 131, 139, 171, 236, 237, 263, 282, 294, 295, 355, and 356) and wherein the received XML message includes an XML tag name for a requested piece of data (see: Rozek, paragraph 60).

25. As per claim 18, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the action comprises importing insurance claim data (Fig. 4, and Fig. 5)(see: Aquila, title, abstract, and at least paragraphs 19, 74, 83, 85, 111, 114, 131,

139, 171, 236, 237, 263, 282, 294, 295, 355, and 356) *wherein the received XML message includes an XML tag name for data to be imported* (see: Rozek paragraph 60).

26. As per claim 19, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the action includes updating settlement information for an insurance claim in the database and wherein the data in the received XML message includes a settlement date or settlement amount (see: Aquila, paragraphs 114-116, teaches a claims processing system that creates a new estimate for an insurance claim based on an audit decision which meets the limitation of updating settlement information for an insurance claim; and Aquila, paragraph 320, teaches a payment execution date which meets the settlement data).

27. As per claim 20, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the data in the received XML message includes at least one of insurance claimant information (Fig. 25, is met by claimant name)(see: Aquila, paragraph 252, is met by claimant information; and paragraph 295, is met by claimant name), *insured information, adjustments, and settlement information*.

28. As per claim 22, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the action includes storing information about an insurance claim (see: Aquila, title, abstract, and at least paragraphs 19, 74, 139, 236, 237, 263, 282, 294, 295, 355, and 356) *and*

As per the limitation:

--wherein the information to be stored is reviewed prior to being stored in a database to determine if a demonstrable injury exists.

Aquila also teaches reviewing the claim to determine if a demonstrable injury exists (see: Aquila, paragraphs 173-210), though, this is not positively recited in the claim and does not alter or change the action of storing information about an insurance claim and is, therefore, nonfunctional descriptive material. Though the nonfunctional descriptive material is not given weight for the purposes of examination, the Examiner has cited portions of the prior art that read on the nonfunctional descriptive material in the claims. See: Ex parte Herman Mathias, Appeal No. 2005-1851, Application No. 09/612788; and Ex parte James Prescott Curry, Appeal No. 2005-0509, Application No. 09/449237.

29. As per claim 23, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the action includes retrieving information about an insurance claim (see: Aquila, title, abstract, and at least paragraphs 19, 74, 139, 236, 237, 263, 282, 294, 295, 355, and 356),

A per the limitation:

--wherein if no XML tag name is specified in the received XML message, substantially all of the data for the insurance claim is sent to the user system.

Examiner considers the situation in which there is an XML tag name specified. Nothing is performed by this limitation.

30. **Claims 6, 11, 13, and 21** are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Application Publication 2002/0035488 to Aquila in view of U.S. Patent Application Publication 2004/0205562 to Rozek further in view of Official Notice.

31. As per claim 6, Aquila teaches the invention as claimed, see discussion of claim 5, and further teaches:

--wherein the action includes deleting an insurance claim from the database.

The Examiner takes Official Notice that deleting an item in a database was old and well known in the art at the time the invention was made. For example, Schuler teaches deleting an entry in an insurance database (see: Schuler, column 4, lines 63-67). It is noted that even archiving insurance files would meet the limitation of deleting. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila, Rozek, and Official Notice. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

32. As per claim 11, Aquila teaches the invention substantially as claimed, see discussion of claim 10, but fails to specifically teach:

--wherein a binding for the XML document includes at least one of the protocol and expected structure for a received message.

Aquila teaches the XML message format (see: Aquila, paragraph 74-76, 85, and 87), but fails to teach a binding that includes a protocol or expected structure for a received message. The Examiner takes Official Notice that it would have been obvious to one of ordinary skill in the art at the time the invention was made for an XML document binding to include a protocol or expected structure for a received message that meets the limitations of claim 11. For example, Fry teaches XML data binding with protocol and expected structure (see: Fry, paragraphs 12-14). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila, Rozek, and Official Notice. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

33. As per claim 13, Aquila teaches the invention substantially as claimed, see discussion of claim 1, but fails to specifically teach:

--further comprising sending a confirmation message that the requested action was successfully performed from the insurance claim processing system to the user system.

The Examiner takes Official Notice that it was old and well known in the art at the time the invention was made to send messages confirming successfully performed actions that meets the limitations of claim 13. For example, Kail, IV, teaches sending a confirmation message that the requested action was successfully performed (see: Kail, IV, last half of paragraph 35). It would have been obvious to one of ordinary skill in the

art at the time the invention was made to combine the teachings of Aquila, Rozek, and Official Notice. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

34. As per claim 21, Aquila teaches the invention substantially as claimed, see discussion of claim 1, but fails to specifically teach:

--wherein data in the received message includes a diagnostic code.

Aquila teaches the XML message format (see: Aquila, paragraph 74-76, 85, and 87), but fails to teach that the message includes a diagnostic code. The Examiner takes Official Notice that it was well known to one of ordinary skill in the art at the time the invention was made for a message, even an XML message, to contain a diagnostic code that meets this limitation of claim 21. For example, Ghaffar teaches a diagnostic code (see: Ghaffar, paragraph 21). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila, Rozek, and Official Notice. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

35. **Claim 70** is rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Application Publication 2002/0035488 to Aquila in view of U.S. Patent

Application Publication 2004/0205562 to Rozek further in view of U.S. Patent Application Publication 2005/0198154 to Xie.

36. As per claim 70, Aquila teaches the invention substantially as claimed, see discussion of claim 1, but fails to specifically teach:

--wherein the XML schema is defined by at least a Web Service Description Language (WSDL) document and an XML document that define one or more actions that a user can invoke and a structure of XML data required to invoke the one or more actions.

However, Xie teaches XML schema defined by WSDL to perform some work, application logic, or web service by invoking protocol intended for exchanging structured information (see: Xie, paragraph 2-6 and 26-29). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila, Rozek, and Xie. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

37. **Claims 24-34, 36-46, and 71**, representing the system embodiment of method claims 1-11, 13-23, and 70 as rejected above, are rejected respectively in a like manner.

38. **Claims 47-57, 59-69, and 72**, representing the computer readable storage medium embodiment of method claims 1-11, 13-23, and 70 as rejected above, are rejected respectively in a like manner.

Response to Arguments

39. Applicant's arguments from the response filed on 04/22/2009 have been fully considered and will be addressed below in the order in which they appeared.

40. In the remarks, Applicant argues in substance that (1) claim objections should be withdrawn in view of corrective amendments and because the dependent claims relating to the "action" taught in claim 1 further define that action.

The Examiner is in agreement and objections directed towards claims 6, 7, 14, 15, 29, 30, 37, 38, 52, 53, 60, and 61 are withdrawn.

All claims are now complete sentences; hence, the objections to claims 6, 29, and 52 are withdrawn.

Furthermore, it is understood that Applicant's claim 1, as an example, teaches a computer in an insurance claim processing system receiving an XML message (containing XML schema information), assessing the received XML message by parsing the message in accordance with XML schema and comparing a portion of the parsed XML message to an XML file defining allowable XML data types (thereby validating the message), and then performing the requested action in the XML message and returning a result to the sender. Therefore, claim 1 does not teach sending or receiving insurance claim information, but does teach verification of XML messages and the performance of an "action" requested in a verified message; hence, the dependent claims directed towards said action merely further define the action. Hence, the objections to claims 7, 8, 30, 31, 53, and 54 are withdrawn.

Objections to claims 14, 15, 37, 38, 60, and 61 are also withdrawn due to Applicant's amendments; however, Applicant persists in presenting "if" statements and the Examiner has considered the alternate situations in which nothing is performed by the claims except for the comparing step that was added upon amendment. Applicant argues that "[t]he claims clearly define an action if a specific condition is met. Accordingly, the claims limit what course of action is taken when a given event occurs". The Examiner essentially agrees with this statement, but the problem remains that the action is not taken because the given event has not occurred. Applicant is advised to overcome the objection by simply reciting the claim positively. For example, claim 14 should positively state that the XML message received is not in a predefined XML format and that the received XML messages not in the predefined XML format are discarded for not being in the correct format. By eliminating the "if" conditional, and positively reciting the claim limitations, alternate situations can be avoided.

41. In the remarks, Applicant argues in substance that (2) claim rejections under 35 U.S.C. 101 should be withdrawn due to corrective amendments.

The Examiner is partially in agreement and rejections directed toward claim 1 have been withdrawn; however, claims 47-57 and 59-69 remain rejected.

Specifically, with respect to claim 47, Applicant has attempted a "Beauregard" type claim, however, the wording of the claim leaves out the particular machine necessary to execute the instructions. Applicant is advised to simply add (using support from Applicant's specification) that the program instructions are executable by a particular machine to perform the method steps of Applicant's claim. For further

edification, please see claim 10 of U.S. Patent 5,710,578 to Beauregard. Claim 10 of Beauregard should be used as a guide, and be followed as closely as possible.

42. In the remarks, Applicant argues in substance that (3) the 35 U.S.C. 112, second paragraph, rejections should be withdrawn due to corrective amendments.

The Examiner is in agreement and the claim rejections have been withdrawn.

43. In the remarks, Applicant argues in substance that (4) the 35 U.S.C. 102(b) rejections to claim 1 as being anticipated by Ivanovich should be withdrawn because Ivanovich no longer anticipates claim 1.

The Examiner is in agreement. The claims have been amended sufficiently and overcome the Ivanovich's teaching of the Internet and web browsing. Claim rejections in view of Ivanovich have been withdrawn.

44. In the remarks, Applicant argues in substance that (5) claims rejected in view of the Srinivasan reference should be withdrawn because Srinivasan fails to teach "assessing the received XML message using a data structure language, the assessing comprising: parsing the received XML message in accordance with the XML schema used by the insurance claims processing system; and comparing a portion of the parsed XML message to an XML file that defines allowable XML data types to validate the received XML message".

Applicant's arguments with respect to the Srinivasan reference have been considered but are moot in view of the new ground(s) of rejection.

45. In the remarks, Applicant argues in substance that (6) claims 14 and 15 are allowable over the cited prior art because the cited prior art does not teach the claim as amended.

Applicant's arguments with respect to claims 14 and 15 have been considered but are moot in view of the new ground(s) of rejection. Applicant has been informed above of the conditional "if" statements, which are proper, but fail to further limit the invention. As per the limitations added upon amendment, new prior art, specifically the Rozek reference, has been applied and new grounds of rejection have been formed, that render Applicant's arguments moot.

Conclusion

46. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

47. A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

48. Any inquiry concerning this communication or earlier communications from the examiner should be directed to ROBERT SOREY whose telephone number is (571)270-3606. The examiner can normally be reached on Monday through Friday, 8:30AM to 5:00PM (EST).

49. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Christopher Gilligan can be reached on (571)272-6770. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

50. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/R. S./
Examiner, Art Unit 3626
10 June 2009

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